

# **EXHIBIT A**



## NVR MASTER VENDOR AGREEMENT

This NVR Master Vendor Agreement (the "Agreement") is made between NVR, Inc., a Virginia corporation d/b/a Ryan Homes, NVHomes and Heartland Homes ("NVR") and the entity or individual identified on the signature page to this Agreement (the "Vendor").

### SECTION 1: INTRODUCTION

- (a) **Scope of Agreement.** This Agreement establishes the terms and conditions upon which NVR may request from Vendor, and upon which Vendor shall provide, services, materials, goods and supplies (collectively, "Work") in connection with or for use in NVR homebuilding operations or NVR's other operations. Work includes any services of any nature performed by Vendor for NVR, whether consisting of construction trades or professional services (including land surveying services, engineering services and architectural services), and includes all materials and other tangible results of Vendor's services provided to NVR.
- (b) **Scope of Work.** The specific scope of Work and pricing for a particular job shall be set forth in one or more purchase orders or other similar documents issued by NVR to Vendor (each, an "NVR Purchase Order") and shall be further detailed in the project-specific plans and specifications (including drawings, samples, phase specifications, selection sheets, selection acknowledgments and codes) that are provided by NVR to Vendor in writing (or, in the case of samples, in tangible form) or made available by NVR for Vendor's inspection at the job site at which the Work is to be performed (collectively, the "Specifications"). The scope of Work will be deemed to include, even if not specifically described in the applicable NVR Purchase Order or Specifications, any work that is reasonably required for the proper performance of, and is inherent in, the Work identified in the NVR Purchase Order and applicable Specifications.
- (c) **NVR Purchase Orders and Specifications.** Though Work under this Agreement may involve multiple job sites in multiple jurisdictions, this Agreement shall govern the full working relationship between Vendor and NVR. Any NVR Purchase Order issued, and any Specifications provided, by NVR to Vendor during the term of this Agreement will be deemed governed by and incorporated into this Agreement by reference, irrespective of whether the NVR Purchase Order or Specifications expressly reference this Agreement by name. No oral agreements between Vendor and NVR, either before or after the date of this Agreement, shall affect or modify any of the terms of this Agreement.

### SECTION 2: LAWS AND LICENSES

- (a) **Compliance.** Vendor shall ensure that the Work and Vendor's and its Subcontractors' (as defined below) performance under this Agreement shall comply with all applicable federal, state and local statutes, codes, ordinances, rules, regulations and orders (collectively, "Applicable Laws").
- (b) **Licensure.** Vendor represents and warrants to NVR that Vendor and its Subcontractors, as applicable, have each obtained and will maintain in good standing during the term of this Agreement any and all federal, state and local licenses, permits, registrations and certifications required by Applicable Laws in order for Vendor and its Subcontractors, as applicable, to legally perform the Work contemplated by this Agreement. If requested by NVR, Vendor shall, within three (3) days after such request, provide NVR with copies of all licenses, permits, registrations and certifications maintained by Vendor and its Subcontractors. Further, to the extent any governmental body requires proof of Vendor's compliance with Applicable Laws, Vendor shall provide such proof on an expedited basis and shall be solely responsible for any fines or legal costs associated with any failure to comply with the request or any Applicable Laws.

### SECTION 3: MATERIALS AND WORKMANSHIP

- (a) **Performance Standards.** All materials furnished to NVR by Vendor shall be new and free of all liens, security interests, claims and encumbrances. All Work shall be performed in a good, workmanlike and

professional manner and in strict accordance with this Agreement, including all applicable NVR Purchase Orders, Specifications, Applicable Laws and manufacturer's installation instructions, and if any Work that does not meet the foregoing standards, Vendor will, at Vendor's expense and upon NVR's reasonable request, promptly reperform, repair and/or replace the affected Work and any damage resulting from the defective Work or its reperformance, repair or replacement. Vendor agrees to leave each job site on which any of its Work is performed in a clean and orderly condition at the conclusion of each day and upon completion of the Work.

**(b) Scope of Work: Knowledge of Site, Plans and Specifications**

- (i) If Vendor enters any NVR job site, Vendor shall carefully examine the job site as well as the applicable Specifications in order to fully inform itself as to the existing conditions and to the work of other contractors of NVR occurring in conjunction with the Work. Specifications govern the scope and quality of the Work but are not represented as being free of error or omission. Vendor shall be responsible for confirming that the Specifications for the Work are correct. Vendor shall immediately notify NVR of any errors and omissions in Specifications. In no case shall Vendor proceed with the Work without NVR's consent if Vendor believes that there are any errors or omissions in the Specifications. Any Work shown in any one part of the Specifications, but not on all, will be considered to be incorporated in all such documents. NVR's decision as to the interpretation and meaning of the Specifications shall be final. All materials used in the Work must be approved by NVR before installation. The installation of any material by Vendor which has not been previously approved by NVR shall be installed at Vendor's own risk and liability.
- (ii) All manufactured material and equipment shall be installed, applied and/or connected in strict accordance with manufacturers' warranties and installation instructions and must meet or exceed all building and any other applicable codes in force at the time and for the location in which they are installed, applied and/or connected.
- (iii) After Vendor completes the Work, it will be responsible for inspecting the Work and correcting any defects before requesting payment. NVR will not approve invoices for payment until Vendor has corrected any and all defects in the Work to NVR's satisfaction.

- (c) **Change Orders.** NVR shall have the right, at any time and in any way, to make changes in the Work by written change orders signed by an authorized representative of NVR. Vendor shall promptly perform any change so ordered by a properly executed change order. Changes shall be performed under the terms of this Agreement and no increase in the cost of the Work or in the time in which the Work are to be performed will be permitted unless authorized in writing by NVR before performance of the Work begins.

**(d) Employment of Personnel**

- (i) Vendor, each subcontractor engaged directly by Vendor (each, a "Direct Subcontractor"), and each indirect sub-subcontractor of any level engaged by any Direct Subcontractor or its subcontractors (each, an "Indirect Subcontractor"; Direct Subcontractors and Indirect Subcontractors are collectively referred to as the "Subcontractors") shall comply with all Applicable Laws regarding employment practices, including, but not limited, to the Immigration Reform and Control Act of 1986, the Fair Labor Standards Act, the Employee Retirement Income Security Act, and all state and local laws pertaining to payment of wages, hours of work, or the provision of employee benefits of any kind; the Americans with Disabilities Act, Family and Medical Leave Act, and all state and local laws pertaining to paid or unpaid leaves or accommodations of any kind; the Occupational Safety and Health Act and all state and local laws pertaining to workplace safety; all federal, state and local laws pertaining to discrimination or harassment; and all laws relating to the withholding and payment of taxes on wages; and all laws relating to maintaining and paying for Workers' Compensation coverage and unemployment benefits contributions (collectively, the "Employment Laws"). Vendor shall also submit to NVR an affidavit certifying Vendor's compliance with the Employment Laws on an annual basis or as otherwise requested by NVR. Vendor shall not employ any unfit person or anyone not skilled in the duties assigned to him or her.

- (ii) Vendor agrees that it is solely responsible for the hiring, supervision, compensation, discipline and termination of any and all workers whom it retains in any capacity relating to the Work and that NVR shall have no responsibilities for such employment-related matters and no power to influence such employment-related matters under the express terms of this Agreement or any implicit understanding among the parties. NVR does not assume any obligation or assert any power to keep records of any kind relating to workers retained by Vendor or its Subcontractors to perform the Work.
- (iii) Vendor shall be solely responsible for monitoring the performance and conduct of the workers whom it retains to perform the Work. Vendor shall provide immediate notice to NVR of any facts suggesting that any such worker(s) have asserted or may assert any violation of the law for which such worker(s) may contend NVR bears any legal responsibility. Vendor shall also provide immediate notice to NVR of any facts suggesting that workers retained to perform the Work may be engaged in litigation, union organizing, preparations to commence legal proceedings, or any other activity that may result in any assertion that such individual(s) are employees of NVR or jointly employed by NVR and any other entity (including Vendor) for any purpose.
- (e) **Supervision and Quality Control.** Vendor shall give attention and supervision to the Work to help NVR obtain the most efficient and highest quality methods and systems for the Work. Vendor shall perform the Work in accordance with the schedule established by NVR. If Vendor performs Work on NVR job sites in connection with NVR's homebuilding and other operations, Vendor shall designate a competent foreman to be in charge of and control and direct the Work at all times; and such foreman shall be authorized to act for Vendor and shall be responsible for all Work performed by Vendor. Such foreman shall be able to effectively communicate in spoken and written English.
- (f) **Protection of Work**
  - (i) Vendor shall take adequate precautions to protect the Work, including by protecting its Work from, among other potential hazards, weather, theft, vandalism and other potential damage, as appropriate for the applicable job site and in any other manner specified by NVR. Vendor is responsible for all of Vendor's and each Subcontractor's machinery, stored material, tools, equipment, trucks, and trailers and will protect against loss, vandalism and theft at its own expense.
  - (ii) While providing Work on NVR job sites in connection with NVR's homebuilding and other operations, Vendor shall protect property and persons by furnishing all necessary bracing, shoring, and reinforcing, and by providing for locks, barricades, signs, lights and such other warning devices as may be required by Applicable Laws or otherwise required under the circumstances.
- (g) **Cleanup**
  - (i) Vendor shall remove to a location or locations as designated by NVR all rubbish, debris and surplus materials which may accumulate from the performance or delivery of the Work. Vendor shall leave the job site in a "broom clean" condition daily, and any glue, mastic, spackle, etc. shall be scraped from walls and floors.
  - (ii) Vendor shall not be held responsible for unclean conditions caused by NVR or its other contractors. NVR may require that additional or other debris be removed from the site at a predetermined extra cost.
  - (iii) If Vendor fails to perform any of the clean-up responsibilities specified herein, NVR will have the right, after notifying Vendor (which notice may be in writing, in person, by phone or email), to complete Vendor's clean-up responsibilities and back charge Vendor for all related costs, including supervision and overhead expenses, which charges may be recovered by NVR's set off against any amounts due to Vendor.

- (h) **Vendor Changes.** Vendor shall promptly inform NVR of any change by Vendor or supplier of Vendor to any process or product supplied through Vendor whether or not such change would cause the Work to no longer comply with any standard required under this Agreement. NVR shall have the right to reject any such change which would negatively impact NVR's business model, as solely determined by NVR.

#### **SECTION 4: WARRANTY AND SERVICE**

(a) **Warranties**

- (i) All Work performed by Vendor on NVR job sites in connection with NVR's homebuilding and other operations shall be unconditionally warranted to NVR and NVR's customer to be free from defects in materials and workmanship for a period of the longer of (i) one (1) year from the date of settlement on the property by NVR's customer; (ii) such longer period following settlement on the property by NVR's customer as is required by local law or as is provided in NVR's Homeowner Limited Warranty, a copy of which will be furnished to Vendor upon request, including the two (2) year warranty for mechanical systems provided for therein; or (iii) the manufacturer's warranty, if any, applicable to the items included in or delivered as part of the Work.
- (ii) In addition, Vendor agrees to assign to NVR any and all written warranties provided by the manufacturers or suppliers of appliances, equipment and other such components used by Vendor in performing the Work. Vendor agrees to provide NVR with documentation of all such warranties. Notwithstanding the foregoing, the warranties required from Vendor hereunder shall be co-extensive with any claim brought against NVR under any statute, regulation or common law doctrine applicable to construction claims, regardless of the legal principle under which such claim is made.

(b) **Remedies**

- (i) The determination as to what constitutes a defect in materials or workmanship will be within the sole discretion of NVR, which discretion shall be reasonably exercised. Vendor shall repair or replace at its own expense all defective Work identified during such warranty period, together with any and all damage caused by such defects or the repair or replacement thereof. The repair of defects or replacement of defective Work shall be performed by Vendor within two (2) business days of notification by NVR or within such other reasonable time as may be agreed to by NVR in writing under the circumstances of the particular situation.
- (ii) Failure of Vendor to make timely repairs or replacements hereunder shall entitle NVR to cause the correction of such defects to be performed by third parties, the cost of which, including supervision and overhead expenses, will be charged or back charged to Vendor, which charges may be recovered by NVR's set off against any amounts due to Vendor under this Agreement or otherwise.
- (iii) If requested by NVR, Vendor will respond directly to NVR's customers' requests for service, and these requests will be handled as if they were requested by NVR under the terms and conditions specified herein.
- (iv) Vendor will maintain a published phone number and/or answering service that will be manned during normal working hours. In addition, to the extent that emergencies may arise out of the Work performed on an NVR job site in connection with NVR's homebuilding and other operations, including any accidents, injuries, plumbing leaks, electrical deficiencies, and heating and air conditioning repairs, Vendor will have an emergency phone number manned at all times, including Saturdays, Sundays and holidays. In the event an emergency call is not responded to, Vendor is not available, or the emergency has not been corrected by Vendor within twenty-four (24) hours (or a shorter period of time as is necessary based on the particular emergency), NVR, at its discretion, may cause such repairs to be performed by third parties, in which event all costs for such repairs, including supervision and overhead expenses, will be charged or back charged to Vendor, which

charges may be recovered by NVR's set off against any amounts due to Vendor under this Agreement or otherwise."

- (c) **Additional Professional Services Warranty.** Vendor warrants that all professional services included in the Work, if any, shall be performed in a professional and workmanlike manner in accordance with recognized standards, customs and ethical principles established for Vendor's profession and, with respect to engineering and architectural services, in strict accordance with all applicable plans, drawings, codes and contracts. To the extent that any professional services included in the Work do not conform to the foregoing warranty, Vendor shall, at its sole cost and expense, timely re-perform such professional services in a manner that does conform. Alternatively, NVR may recover from Vendor all sums previously paid by NVR for such professional services together with any and all direct damages incurred by NVR in connection with Vendor's breach of warranty. Notwithstanding the foregoing, the warranty required from Vendor hereunder shall be co-extensive with any claim brought against NVR under any statute, regulation or common law doctrine applicable to construction claims, regardless of the legal principle under which such claim is made.

#### SECTION 5: COMPLIANCE WITH APPLICABLE LAWS

- (a) **Safety and Health.** Vendor assumes full responsibility for complying with all Applicable Laws (including the obtaining of any applicable permits and inspections) with respect to its Work, including all Applicable Laws concerning (i) health, safety and accident prevention, including the Occupational Safety and Health Act of 1970 (29 U.S.C. Sec. 651, et seq.) and all subsequent amendments and revisions thereto, and (ii) environmental safety, including the Clean Water Act (33 U.S.C. Sec. 1251, et seq.) and all subsequent amendments and revisions thereto. In addition, if Vendor provides any Work on NVR job sites in connection with NVR's homebuilding and other operations, Vendor agrees to comply with the Safety Protocols outlined in Attachment F of this Agreement and shall have a Safety and Health Plan (as defined in Attachment F) as required by the Safety Protocols, which Vendor represents and warrants fully complies with all Applicable Laws. A copy of the Safety and Health Plan shall be provided to NVR upon request. Vendor's failure to maintain and adhere to the Safety Protocols and Vendor's Safety and Health Plan throughout the duration of this Agreement shall be a material breach of this Agreement and, notwithstanding any applicable cure period under any other provisions of this Agreement, shall be grounds for immediate termination for cause by NVR.
- (b) **Environmental.** Subject to Attachment G, Vendor certifies that Vendor understands and agrees that compliance with the terms and conditions of the approved erosion and sediment control plan and/or storm water pollution prevention plan (collectively, the "Storm Water Plans") for the construction site identified in such Storm Water Plans as a condition of authorization to discharge storm water and compliance with the terms and conditions of the applicable State or Federal General Permit for Storm Water Discharges (the "General Permit") from construction activities are material conditions of this Agreement. Vendor also certifies that Vendor understands and agrees that it is unlawful for any person to cause or contribute to a violation of such General Permit. Vendor agrees to comply with any instructions by representatives of NVR regarding the Vendor's compliance with the Storm Water Plans, applicable General Permit or NVR's storm water program.
- (c) **State Requirements.** Additionally, Attachment B, Attachment C, Attachment D, and Attachment E to this Agreement include additional provisions relevant to Work performed in Maryland, Virginia, the District of Columbia and West Virginia, respectively. Vendor agrees to be bound by the terms of Attachment B, Attachment C, Attachment D, and Attachment E if applicable to the location Vendor performs Work.
- (d) **Violations.** Any and all penalties assessed against NVR due to safety violations of Vendor shall be the liability of the Vendor and subject to reimbursement to, and possible additional fines from, NVR. NVR may issue verbal and/or written warnings, with fines, for safety violations that NVR employees identify on its job sites on which Vendor provides Work.

#### SECTION 6: INDEPENDENT CONTRACTOR STATUS/EMPLOYMENT PRACTICES

- (a) **Relationship of Parties.** Vendor agrees that it, its employees and its Subcontractors (and all persons working under its supervision, if any) are performing Work as independent contractors or separate business entities

and not as employees or agents of NVR. Vendor, to the extent its Work is provided in the State of Maryland, further agrees to comply with the Maryland Workplace Fraud Act and acknowledges that by its execution of this Agreement, Vendor has received and reviewed the Notice to Independent Contractors and Exempt Persons required by that statute and set forth as Attachment B to this Agreement.

- (b) **Violations.** In addition, Vendor and its Subcontractors shall indemnify NVR, and its affiliates, agents, employees, and owners against all demands, claims, causes of actions, damages, liabilities, penalties, and expenses (including fees and disbursements of counsel) arising out of or resulting from Vendor's or its Subcontractor's actual or asserted failure to fully comply with the Employment Laws in any respect.

#### SECTION 7: PAYMENTS TO VENDOR

- (a) **Vendor Invoices.** All invoices submitted by Vendor to NVR shall include all sales, use and other similar taxes required by Applicable Laws and shall separately itemize all charges for material, labor and delivery (as applicable). Further, all invoices must be submitted to NVR within sixty (60) days after the date the applicable Work is provided. Failure to submit invoices within such sixty (60) day period shall relieve NVR of any and all obligations to pay for such Work. In no event shall NVR be liable for payment of invoices submitted past the sixty (60) day deadline, regardless of the legal theory presented as to such late submittal.
- (b) **Lien Waivers.** Vendor shall, as a condition to receiving payments for Work, and as a prerequisite thereto, execute and deliver to NVR full and complete waivers and/or releases of liens and affidavits for all labor, material, equipment, supervision and services furnished by Vendor, its Subcontractors, laborers, suppliers and/or materialmen in connection with the Work.
- (c) **Lien Removal.** Vendor agrees to defend and indemnify the NVR Indemnitees (as defined in Section 9) for, and to hold the NVR Indemnitees harmless against, any and all Claims arising from or connected with any liens for labor, material, equipment, supervision and services furnished by any of Vendor, its Subcontractors, and any of their respective employees, officers, agents and invitees (each, a "Vendor Party" and collectively, the "Vendor Parties") in connection with the Work. Vendor shall promptly satisfy, bond off, or otherwise have canceled of record any lien or lien claim as a condition precedent to receiving any further payments from NVR for the Work, and NVR shall have the right to withhold one hundred fifty percent (150%) of the amount of any such lien or lien claim from any payments due Vendor (together with reasonable attorneys' fees) until such lien or lien claim is satisfied, bonded off or otherwise canceled of record. If Vendor fails to commence bonding off a Subcontractor's lien within seven (7) days after notice of such lien, NVR may (in its sole discretion) bond off the lien and back charge, set off and/or recover all costs, including attorneys' fees, against Vendor.
- (d) **Subcontractor Payments.** Vendor is solely responsible for all monies owed by Vendor (i) for its employees, and any labor, materials, transportation and taxes, and (ii) to any supplier, Subcontractor, insurance company, government agency or anyone who may have claims against Vendor for Work it has provided to NVR. Money paid by NVR to Vendor shall be held in trust by Vendor until all of its Direct Subcontractors have been paid. If NVR has reason to believe that Vendor is not making the foregoing payments or will not be able to make the foregoing payments, or if NVR receives a garnishment or notice of lien from any creditors of Vendor, NVR, in its sole discretion, has the right, but not the obligation, to make payments due to Vendor directly or jointly (by joint check) to Direct Subcontractors owed by Vendor for Work provided to NVR. Any payments made by NVR shall be set off against sums due to Vendor. NVR may back charge Vendor and/or withhold payments to Vendor during the existence of any breach of this Agreement by Vendor, including, but not limited to, Vendor's failure to provide NVR with certificates of insurance or other appropriate evidence of compliance as required in Sections 3(C), 6 and 8. In addition, Vendor acknowledges and agrees that NVR may, in its sole discretion and at any time during the term of this Agreement, withhold ten percent (10%) of each Vendor invoice as retainage to cover any potential claim or demand of unpaid wages or other compensation made by Vendor's, or any Subcontractor's, employees and/or laborers against Vendor, its Subcontractors, or NVR.

**SECTION 8: INSURANCE****(a) Required Coverage**

- (i) Vendor will maintain for the benefit of itself and NVR the minimum insurance coverage described in Attachment A of this Agreement at all times while providing Work to NVR pursuant to this Agreement and continuing until the later of (A) the expiration of the applicable statute of repose under state law, or (B) three (3) years after the last date Vendor provides Work to NVR pursuant to this Agreement. NVR may from time to time identify those insurance carriers which it has determined to be unacceptable to NVR and the Vendors shall not utilize such carriers or switch to other carriers if requested to do so by NVR.
- (ii) The Statutory Workers' Compensation and Occupational Disease Insurance (for each state in which Vendor performs Work) required of Vendor pursuant to Attachment A shall at all times be in full compliance with Applicable Laws such that NVR will have no liability to any Vendor Parties for Vendor's failure to carry statutory Workers' Compensation insurance. In that regard, Vendor agrees to indemnify the NVR Indemnitees (as defined in Section 9) and hold the NVR Indemnitees harmless from any and all costs charged directly or indirectly against the NVR Indemnitees for the Vendor's employees. Vendor recognizes and confirms that it may be necessary to have multiple policies in order to meet the requirements of each State in which it renders Work to NVR and that Vendor will obtain such policies if applicable.
- (iii) Vendor agrees that if Subcontractor(s) are hired by the Vendor to provide any Work under this Agreement, Vendor will ensure that any Subcontractor(s) will maintain insurance coverages as set forth in Attachment A. If requested by NVR, Vendor shall furnish NVR with copies of certificates of insurance evidencing coverage for each Subcontractor. If Vendor's Subcontractors do not have such coverage, Vendor recognizes and acknowledges that it shall bear exclusive liability for any claims arising by reason of the actions or failures to act of its Subcontractors while performing under this Agreement. Without limiting the generality of the foregoing, if any Subcontractors do not maintain insurance in full compliance with all statutory Workers' Compensation and Employer's Liability Insurance requirements, Vendor shall indemnify and hold harmless the NVR Indemnitees from any and all workers' compensation, bodily injury or similar claims by the employees of any Subcontractor including, but not limited to, any claims which arise by reason of NVR's status as a statutory employer.

**(b) Related Requirements**

- (i) Vendor will provide to NVR current certificates of insurance (ACCORD 25) or other appropriate evidence of compliance with the provisions of this Section 8 and Attachment A promptly after execution of this Agreement and before commencing the performance of any Work, and on or before the anniversary date of each policy. Each certificate of insurance shall contain a policy endorsement to the effect that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction in amounts of coverages outlined in this Agreement without thirty (30) days prior written notice to NVR.
- (ii) The amounts and types of insurance set forth herein and in Attachment A are the minimums required by NVR and shall not be substituted for an independent determination by Vendor of the amounts and types of insurance which Vendor deems to be reasonably necessary to protect itself and the Work. By requiring the insurance set forth in this Agreement and Attachment A, NVR does not represent that the coverage and limits will be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liabilities under any provision of this Agreement.
- (iii) All insurance policies required under this Agreement shall be issued by insurance companies licensed to do business in the jurisdictions where the Work is being performed with a then current Alfred M. Best Company, Inc. general policy holder's rating of "A-" or better and a financial size

category of Class VIII or higher and which have been in business for at least the past five (5) years and which are otherwise reasonably satisfactory to NVR.

- (iv) Vendor shall provide NVR with certified copies of all required insurance policies within ten (10) days of NVR's written request for said copies.
  - (v) Vendor shall promptly notify its insurance carriers in writing (with a copy of any such notices to be promptly provided to NVR) in the event of any bodily injury or property damage that occurs in the course of Vendor's performance under this Agreement.
  - (vi) In those instances where Vendor or any of its Subcontractors have failed to maintain the required insurance or the insurance carrier has denied coverage, NVR may withhold any amounts otherwise payable to Vendor in order to establish a cash reserve sufficient to satisfy the claim giving rise to the potential liability for NVR.
- (c) **NVR Compliance Manager**
- (i) Vendor acknowledges that NVR may use one or more third parties to provide vendor compliance management services, including, but not limited to, management of insurance certificates (each such third party being referred to herein as a "Compliance Manager").
  - (ii) Vendor agrees to cooperate with NVR's Compliance Manager and to provide NVR's Compliance Manager with such certifications of insurance, compliance certifications, affidavits and other documents as may reasonably be requested.
  - (iii) In addition, Vendor agrees, at NVR's discretion to pay NVR's Compliance Manager (either directly or through a back charge by NVR) such annual or other fees associated with the services provided by such Compliance Manager with respect to Vendor.

## **SECTION 9: WAIVER, RELEASE AND INDEMNIFICATION**

Vendor acknowledges that Vendor, and not NVR, is responsible for injuries to Vendor or its employees or others and for certain other claims arising from or relating to the Work. Vendor agrees to hold NVR harmless against any such injuries and claims as provided in this Section. Accordingly:

- (a) **Waiver.** Vendor, for itself and on behalf of the Vendor Parties, expressly waives any provision of applicable federal, state and local workers' compensation laws which might prevent Vendor being joined as a defendant or enable it to avoid liability to NVR or to any third party for damages, contribution, or indemnity, where Vendor or any Vendor Parties make any claim for damages against NVR or commence any civil action related thereto.
- (b) **Release.** Vendor releases NVR, its affiliates, holding companies, subsidiaries, divisions, predecessors, successors, officers, directors, employees, agents, attorneys, representatives, insurers and assigns (collectively, the "NVR Indemnitees") from any liability, damage or cost arising from or connected with the Work, regardless of cause, including any liability arising from or connected to the death of or any injury to Vendor or any Vendor Parties or with respect to any damage to the property of Vendor or any Vendor Parties, except to the extent liability for damage arising out of bodily injury to persons or damage to property suffered in the course of performance of the Agreement was caused by or resulted from the negligence of the NVR Indemnitees.
- (c) **Indemnification**
  - (i) To the fullest extent permitted by Applicable Laws, Vendor hereby agrees to save, indemnify and hold harmless the NVR Indemnitees against all claims, demands, liabilities, duties, actions and causes of actions, losses, damages, penalties and costs (together with reasonable attorneys' fees)

(collectively, "Claims") arising out of or resulting from (A) Vendor's provision of (and/or failure to provide) any of the Work or any of its other obligations under this Agreement; (B) any Work, supplies, or other tangible materials provided by any Vendor Parties in connection with this Agreement; (C) the failure of any Vendor Parties to comply with Applicable Laws in connection with providing the Work; or (D) any bodily injury to, or sickness, disease or death of persons, including any Vendor Parties, or damage to or destruction of property, or any bond obtained for the same, that is caused by the negligent acts or omissions, or alleged negligent acts or omissions, of any Vendor Parties, except to the extent liability for damage arising out of bodily injury to persons or damage to property suffered in the course of performance of the Agreement was caused by or resulted from the negligence of the NVR Indemnitees.

- (ii) Without limiting the generality of the foregoing, (A) any NVR Indemnitee may defend any and all indemnifiable Claims that may be brought, threatened, or reasonably anticipated with counsel selected by it; (B) with respect to any indemnifiable Claims against which the NVR Indemnitee assumes the defense, the NVR Indemnitee may, but will not be required to, reach an expedient and reasonable settlement of any such Claims, in which case the NVR Indemnitee will be entitled to complete reimbursement and indemnity in regard to the same; and (C) irrespective of whether an NVR Indemnitee or Vendor assumes defense of any indemnifiable Claims, Vendor will reimburse each NVR Indemnitee for any and all expenditures that it may make and/or incur by reason of any indemnifiable Claims (including attorneys' fees, costs, experts' and consultants' fees, and disbursements of counsel, and including amounts spent in collection and enforcement of these rights of indemnity).
- (iii) The scope of this Indemnification is not limited to the levels of insurance coverage maintained by the Vendor and can exceed such insurance coverage limits. Vendor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the NVR Indemnitees for such matters which are indemnified hereunder are fully and finally barred by Applicable Laws.
- (iv) In claims against any person or entity indemnified under this Section 9 by an employee of Vendor, anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, the indemnification obligation under this Section 9 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Vendor under workers' compensation acts, disability benefit acts or other employee benefit acts. Without intending to limit the scope of liability in any way, and to the extent permitted by Applicable Laws, Vendor expressly waives its immunity under the applicable workers' compensation statute in connection with any claim for indemnification under this Section 9 by the NVR Indemnitees.

#### **SECTION 10: TERM AND TERMINATION**

- (a) **Term.** This Agreement begins on the Effective Date (as defined on the signature page) and shall continue in full force and effect until the earlier of (i) termination as provided for in this Agreement, or (ii) the date that is five (5) years after the Effective Date.
- (b) **Termination**
  - (i) The following acts on the part of Vendor may, at NVR's option, result in NVR's immediate termination of this Agreement and/or any NVR Purchase Order and, if applicable, dismissal of Vendor from all NVR job sites:
    - (A) The breach of any provision of this Agreement by Vendor;
    - (B) Any delays in the performance of the Work by Vendor caused by Vendor's failure or refusal to supply enough skilled labor or materials to meet NVR's schedule;

- (C) Any delays in the performance of work by other contractors caused by Vendor's acts or omissions;
  - (D) Vendor's failure to promptly pay any employee, Subcontractor, labor, material supplier or lien claimant;
  - (E) Vendor's bankruptcy, insolvency, receivership, assignment for the benefit of creditors, or the institution of any similar proceeding by or against Vendor;
  - (F) The use by Vendor or any Vendor Parties of any alcoholic beverages or illegal drugs of any kind on an NVR job site or otherwise in connection with the performance of Work for NVR. Vendor agrees to impose and strictly enforce a regulation to this effect and to inform all Vendor Parties that such regulation will be strictly enforced. Vendor shall immediately remove any employee or other person found to have violated said regulation from performance of Work for NVR and promptly replace said employee or other person with a qualified replacement;
  - (G) If Vendor or any Vendor Party:
    - (1) fails to operate motorized vehicles or equipment in a safe and orderly manner; or
    - (2) employs workers who fail to follow accepted safe labor and material installation practices; or
    - (3) leaves a job site in an unsafe condition during and after construction (such as open ditches, missing guardrails, etc.) in direct violation of OSHA or any similar state or local equivalent, whichever is more stringent; or
  - (H) Failure of Vendor to maintain the insurance required in Section 8 and Attachment A of this Agreement.
- (ii) Either party may terminate this Agreement (but not any outstanding NVR Purchase Order issued prior to termination of this Agreement) for any reason by giving the other party at least thirty (30) days prior written notice.

**(c) Effects of Termination**

- (i) New NVR Purchase Orders may not be issued following expiration or termination of this Agreement. If this Agreement expires or is terminated but an NVR Purchase Order is not expressly terminated, the terms of this Agreement will continue to apply to such NVR Purchase Order as if this Agreement had not been terminated. Termination of an NVR Purchase Order alone will not result in the termination of this Agreement or any other NVR Purchase Order.
- (ii) Upon termination of this Agreement or an applicable NVR Purchase Order by NVR, NVR shall have the right to enter upon any applicable NVR job site and take possession, for the purpose of completing the Work, of all drawings, materials, tools, and other equipment thereon, and NVR may take an assignment of or hire Vendor's Direct Subcontractors or employ any other person or persons to complete the Work and provide the materials therefor. Under such circumstances, title to all materials on the job site shall immediately vest in NVR and Vendor shall be prohibited from entering on the job site to recover its tools or equipment without the prior written consent of NVR.
- (iii) Upon termination of this Agreement or an applicable NVR Purchase Order by NVR, Vendor shall not be entitled to receive any further payment under this Agreement, the applicable NVR Purchase Order or any other agreement between the parties until the Work is fully completed; at which time, if the unpaid balance of the amount to be paid under this Agreement or the applicable NVR Purchase

Order exceeds the expenses incurred by NVR in completing the Work (including any damages incurred as a result of delays in completion of the Work caused by Vendor), such excess (less an amount sufficient to cover potential warranty claims resulting from defects in the Work) shall be paid by NVR to Vendor; but if such expenses shall exceed such unpaid balance, NVR has the right to deduct such excess expenses from any monies owed Vendor from NVR pursuant to any other agreement between the parties, and if there still remains an unpaid balance then Vendor shall pay the difference to NVR.

- (iv) In addition, if Vendor provides Work on NVR job sites in connection with NVR's homebuilding and other operations, NVR, in its sole discretion, may retain monies owed to Vendor in the amount of ten percent (10%) of all invoiced Work under warranty as of the date of any termination of this Agreement or applicable NVR Purchase Order. NVR shall have the right to utilize such retained funds to pay for warranty claims which are not resolved by Vendor as required under this Agreement. Should any monies be held at the expiration of any applicable warranty period, such retained funds shall not be the limit of NVR's remedy against Vendor for failure to meet the warranty obligations hereunder. Termination of this Agreement or any NVR Purchase Order shall not relieve Vendor from responsibility for Work already performed, including Vendor's warranty and indemnification under this Agreement, or any other liability or obligations of Vendor that would ordinarily survive the termination or natural expiration of this Agreement.

#### SECTION 11: CONFIDENTIAL INFORMATION

- (a) **Scope of Confidential Information.** The term "Confidential Information" shall mean (i) any and all information which is disclosed by NVR to Vendor verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms of this Agreement, including the pricing of Work to be provided under this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, architectural and engineering plans, marketing plans, strategies, forecasts, client lists, employee information, financial information, information concerning NVR's business or organization, as NVR has conducted it or as NVR may conduct it in the future. In addition, Confidential Information may include information concerning any of NVR's past, current, or possible future products or methods, including information about NVR's research, development, engineering, purchasing, manufacturing, accounting, marketing and/or selling.
- (b) **Limited Use and Disclosure.** NVR's Confidential Information shall be treated as strictly confidential by Vendor, and Vendor shall not (i) use the Confidential Information for any purpose other than fulfilling its obligations under this Agreement, or (ii) disclose the Confidential Information to any third parties other than third parties operating under non-disclosure obligations to Vendor that are no less protective of the Confidential Information than this Section and who have a justified business "need to know" the specific Confidential Information received by them in connection with Vendor's fulfillment of its obligations under this Agreement. Vendor shall also limit access to the Confidential Information within its own organization only to those employees who need to know such Confidential Information in order to implement this Agreement and who are expressly obligated to maintain such Confidential Information in confidence and in accordance with the restrictions set forth herein.
- (c) **Exceptions.** This Agreement imposes no obligation upon Vendor with respect to Confidential Information which Vendor can establish by legally sufficient evidence (i) was in the possession of, or was rightfully known by Vendor without an obligation to maintain its confidentiality prior to receipt from NVR; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by Vendor in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by Vendor without the participation of individuals who have had access to the Confidential Information; or (v) is required to be disclosed by court order or applicable law, provided notice is promptly given to NVR and provided further that diligent efforts are undertaken to limit disclosure.

**SECTION 12: INTELLECTUAL PROPERTY**

- (a) **Intellectual Property Rights.** As used in this Agreement, “Intellectual Property Rights” means all forms of intellectual property rights and protections that may be obtained, including, without limitation, all right, title and interest in and to all foreign, federal, state and common law rights relating to (i) Letters Patent and all filed, pending or potential applications for Letters Patent, including any reissue, reexamination, division, continuation or continuation-in-part applications now or hereafter filed; (ii) trade secret rights and equivalent rights; (iii) copyrights and other literary property and authors rights, whether or not protected by copyright; (iv) trademarks, trade names, symbols, logos, brand names and other proprietary indicia; and (v) any other proprietary rights.
- (b) **Reservation of Rights.** The parties acknowledge that, except as expressly set forth in this Agreement, this Agreement shall not be deemed to have granted (i) Vendor any rights in or to NVR’s Intellectual Property Rights, or (ii) NVR any rights in or to Vendor’s Intellectual Property Rights. All rights not expressly granted herein are reserved.
- (c) **Work Product.** With the sole exception of any Independent Materials (defined below) included therein, NVR will own all rights, title and interest, including all Intellectual Property Rights, in and to all deliverables, data, reports, plans, information recorded by whatever medium, documents, drafts, written materials, recommendations, drawings, sketches, field notes and any and all other work product, or any portion thereof, and all copies thereof, prepared, maintained, generated or provided by Vendor or any of its personnel in connection with Vendor’s performance of Work (collectively, “Work Product”). Vendor acknowledges that the Work Product shall be deemed “work made for hire” (as defined under the U.S. copyright laws or applicable law) by Vendor for NVR. With the sole exception of any Independent Materials, to the extent any portion of the Work Product is not deemed “work made for hire” under applicable law, Vendor, at no expense to NVR, hereby irrevocably assigns, transfers and otherwise conveys to NVR all right, title and interest, throughout the world, in and to the Work Product, and hereby irrevocably waives any and all claims Vendor may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Work Product.
- (d) **Limited License.** Vendor hereby grants to NVR and its affiliates a non-exclusive, perpetual, irrevocable, fully paid-up, royalty-free, transferrable, sub-licensable and worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify, import, make, have made, sell, offer to sell and otherwise exploit any of Vendor’s Confidential Information and/or proprietary information, including methods of computation, procedures, designs, drawings, models, trade secrets, know-how, source codes, software, discoveries, inventions, processes, plans and other documentation, whether of a technical nature or not, that is developed or acquired by Vendor prior to the commencement or independently of this Agreement (collectively, “Independent Materials”) to the extent such Independent Materials are incorporated in, combined with or otherwise necessary to enable NVR to make use of the Work and Work Product.
- (e) **No Third-Party Materials.** NVR agrees that in the course of providing the Work, Vendor shall not be required to, and Vendor agrees that it shall not, without the prior written consent of NVR, use or disclose any third-party intellectual property, including without limitation any confidential information or proprietary or intellectual property of (i) any former or current employer of Vendor personnel and contractors, (ii) any person for whom Vendor has performed or currently performs consulting services, or (iii) any other person to whom Vendor has a legal obligation regarding the use or disclosure of such confidential information or proprietary or intellectual property.
- (f) **Non-Infringement.** Vendor represents and warrants that the Work and Work Product, including any use thereof, will be free of any Claims of infringement of any Intellectual Property Rights or misappropriation of third party trade secrets or confidential information, and Vendor shall indemnify and hold harmless the NVR Indemnitees from any judgments, debts, fines, penalties, damages, expenses, costs, losses or liabilities (including consequential and incidental damages, reasonable attorneys’ fees and other legal expenses) resulting from or arising out of any Claim of such infringement or misappropriation. Upon request by NVR, Vendor will, at Vendor’s sole expense, take over the defense of any such Claim or related litigation against an NVR Indemnitee; provided, however, that NVR and any other NVR Indemnitee may retain its own

counsel and participate in any such litigation for further protection of NVR's or such other NVR Indemnitee's interests.

### SECTION 13: CONDITIONS OF SUBCONTRACTING WORK

- (a) **Vendor Responsibility.** Subject to the conditions set forth in this Section 13, Vendor may subcontract for provision of any portion of the Work. Vendor assumes full responsibility for its Subcontractors and hereby unconditionally guarantees each Subcontractor's compliance with all Applicable Terms (as defined in this Section). Prior to any Subcontractor commencing Work for NVR, Vendor shall provide the Subcontractor with a copy of this Agreement and obtain the written agreement of the Subcontractor to abide by the Applicable Terms.
- (b) **Terms and Conditions.** With respect to any Subcontractor and the Work that is subcontracted by Vendor to or provided by such Subcontractor (the "Subcontracted Work"), the "Applicable Terms" include (i) the terms and conditions of this Agreement that apply to any of the Subcontracted Work; (ii) the terms and conditions of this Agreement that expressly apply to the Subcontractor; (iii) the terms and conditions of this Agreement that would apply to Vendor if Vendor provided the relevant Work subcontracted by Vendor to or provided by the Subcontractor, substituting Subcontractor for Vendor for purposes applying such terms and conditions to Subcontractor; and (iv) the following specific terms and conditions:
  - (i) Subcontractor agrees to comply with all Employment Laws as described in Section 3(C) of the NVR Master Vendor Agreement. Subcontractor shall submit to Vendor an affidavit certifying Subcontractor's compliance with the Employment Laws on an annual basis or as otherwise requested by NVR, which affidavit will be in form and substance reasonably required by NVR.
  - (ii) If Subcontractor provides Work (including any materials and other tangible results of such Work) on NVR job sites in connection with NVR's homebuilding and other operations, Subcontractor shall:
    - (A) comply with the Safety Protocols set forth in Attachment F to the NVR Master Vendor Agreement, including by maintaining at all times a Safety and Health Plan (as that term is defined in the Safety Protocols), which Safety and Health Plan Subcontractor represents and warrants is in compliance with all Applicable Laws as defined in the NVR Master Vendor Agreement. A copy of Subcontractor's Safety and Health Plan shall be provided to Vendor prior to commencing any Work at an NVR job site. Vendor shall provide Subcontractor's Safety and Health Plan to NVR upon request; and
    - (B) comply with the Environmental Protocols set forth in Attachment G to the NVR Master Vendor Agreement.
  - (iii) Subcontractor will comply with the insurance obligations applicable to Subcontractor under Section 8 of the NVR Master Vendor Agreement, including by maintaining insurance coverages as set forth in Attachment A to the NVR Master Vendor Agreement. Subcontractor will provide copies of certificates of insurance evidencing such coverage to Vendor.
  - (iv) Without limiting the foregoing, Subcontractor agrees to cooperate with NVR and to provide NVR with such certifications of insurance, compliance certifications, affidavits and other documents as may reasonably be requested.

### SECTION 14: SUCCESSORS AND ASSIGNS

- (a) **Assignment.** Except as expressly contemplated by Section 13, Vendor shall not assign or delegate this Agreement or any of Vendor's rights or obligations hereunder without the prior written consent of NVR, which consent may be granted or denied in NVR's sole discretion. Any assignment not in accordance with this Section 13 shall be null and void. If NVR consents to any assignment or delegation of this Agreement or

any other rights or obligations hereunder, Vendor must require each such approved assignee to comply with this Agreement, and Vendor hereby unconditionally guarantees compliance with those provisions by any assignee. Further, Vendor may not assign or pledge or factor any receivables due from NVR to Vendor without NVR's written permission, and the failure to obtain such written permission shall void such assignment. NVR may assign this Agreement to any of its affiliates in its sole and absolute discretion.

- (b) **Binding Agreement.** Subject to Section 13, this Agreement will be binding on and will inure to the benefit of the parties and their respective heirs, administrators, executors, successors, and permitted assigns.

#### SECTION 15: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction; provided, however, that if the Work relevant to a particular dispute, claim or prospective claim exclusively relate to an NVR construction project that is located entirely within a state that is not the Commonwealth of Virginia, then solely with respect to such Work and relevant dispute, claim or prospective claim, this Agreement, and the relevant dispute, claim or prospective claim relating to this Agreement, will be governed by and construed under the laws of the state in which such project is located.

#### SECTION 16: DISPUTE RESOLUTION

- (a) **Resolving Disputes.** If a dispute arises out of or relates to this Agreement or its breach, the parties agree to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other form of binding dispute resolution. The location of the mediation shall be the location of the project, or any other location mutually agreed to by NVR and Vendor. Engagement in mediation is a condition precedent to any other form of binding dispute resolution. Claims, disputes and other matters in question arising out of or relating to this Agreement that are not resolved by mediation, except those waived in accordance with this Agreement, shall be decided by either litigation or arbitration at the sole election of NVR. If NVR elects arbitration, it shall be conducted in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association. The demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. In the event NVR prevails in any action by or against Vendor or any Subcontractors or to enforce any terms of this Agreement, NVR shall be entitled to recover all of its costs and expenses, including but not limited to reasonable attorney's fees, costs, and experts' and consultants' fees.
- (b) **Waiver of Jury Trial.** Vendor and NVR hereby waive trial by jury in any action or proceeding to which they are or may be parties, arising out of, in connection with, or in any way pertaining to, any claims, disputes or other matters arising out of or relating to this Agreement or the Work provided hereunder, whether sounding in contract or otherwise. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this Agreement. This waiver is knowingly, willingly and voluntarily made by the parties, and the parties hereby represent that no representations of fact or opinions have been made by either party or any officer, employee or agent of either party to induce this waiver of trial by jury or to in any way modify or nullify its effect. Vendor and NVR acknowledge their understanding and agreement to these terms and that the waiver of jury trial is completely reasonable in all respects.

#### SECTION 17: SEVERABILITY AND SURVIVAL OF PROVISIONS

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms, conditions, rights and obligations of the parties in this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

**SECTION 18: TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

**SECTION 19: ENTIRE AGREEMENT**

This Agreement, including all Attachments hereto and any NVR Purchase Order(s) and Specifications, constitute the entire agreement of NVR and Vendor on the subject matter of this Agreement. Any amendments to this Agreement must be in writing and signed by both NVR and Vendor, and no waiver of any provision of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No purchase order or other ordering document prepared by Vendor that purports to modify or supplement this Agreement, any NVR Purchase Order or any Specifications shall add to or vary the terms of this Agreement, any NVR Purchase Order or any Specifications. In the event of any conflict or inconsistency among the provisions of this Agreement, any NVR Purchase Order and any Specifications: (i) the Specifications shall prevail over both the applicable NVR Purchase Order and this Agreement, and the NVR Purchase Order shall prevail over this Agreement, with respect to matters regarding the scope of the Work, the quality of the Work and the technical requirements of the Work; and (ii) this Agreement shall prevail over both the NVR Purchase Order and the applicable Specifications, and the applicable Specifications shall prevail over the NVR Purchase Order, with respect to all other matters. For purposes of the preceding sentence, omission of a particular topic from one such document will not be treated as a conflict or inconsistency with provisions addressing the topic in another document.

**SECTION 20: EXECUTION**

This Agreement shall be deemed to be in full force and effect upon Vendor's execution and delivery of this Agreement, with no changes, to NVR or NVR's Compliance Manager, with the presumption that NVR has agreed to the terms and provisions of this Agreement in the original, unchanged form provided by NVR, without requiring execution by NVR. Without limiting the foregoing, this Agreement and any amendment or modification hereto (a) may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; (b) may be executed by affixing an electronic or facsimile signature to the document, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature; and (c) may be delivered by transmitting by facsimile or scanning and transmitting by electronic mail (e.g., by pdf) a copy of this Agreement and any amendment or modification hereto containing an original signature.

**SECTION 21: GENERAL PROVISIONS**

- (a) **Notices.** Any notice required or given by Vendor hereunder shall be in writing and shall be deemed given on the date received if delivered personally, one day after prepaid deposit with any nationally recognized overnight delivery service, or three days after the date postmarked if sent postage prepaid by registered or certified mail, return receipt requested, to NVR at the following address (or such other address subsequently provided by NVR by written notice to Vendor): NVR, Inc., Attn: Vice President, Procurement, 5285 Westview Drive, Suite 100, Frederick, MD 21703.
- (b) **Third-Party Beneficiaries.** Except as otherwise expressly stated herein, the parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third-party beneficiaries to this Agreement.
- (c) **Interpretation.** The headings of the Sections in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in the Agreement, they will be deemed to be followed by the words "without limitation."

[Remainder of page intentionally blank]

**ATTACHMENT A  
TO NVR MASTER VENDOR AGREEMENT***Required Types and Levels of Insurance Coverage***A. Statutory Workers' Compensation and Occupational Disease Insurance**

Statutory Workers' Compensation and Occupational Disease Insurance shall be in such amounts as are in full compliance with all Applicable Laws, including the applicable state Workers' Compensation Act and the state Occupational Disease Act, in which the Work is to be performed. If Work is to be performed in more than one state, Vendor shall maintain Statutory Workers' Compensation and Occupational Disease Insurance as required by each state in which Work is to be performed.

Each Vendor shall carry a Workers' Compensation policy whether or not such Vendor has any employees. All officers, owners, and principals of Vendor must be INCLUDED and covered in the Workers' Compensation policy without exception or waiver.

**B. Employer's Liability Insurance**

Employer's Liability Insurance shall have limits no less than the following:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy aggregate

Each Vendor shall carry Employer's Liability Insurance with the minimum levels described above whether or not such Vendor has any employees.

**C. Commercial General Liability Insurance**

Commercial General Liability Insurance (on ISO Form CG 00 01 12 07 or approved equivalent) written on an occurrence basis with bodily injury and property damage coverage limits no less than the following requirements:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

The above-referenced policy will also include (i) additional insured endorsements for both ongoing and completed operations using ISO Additional Insured Endorsement CG 20 10 and CG 20 37 or approved equivalent that must provide NVR with primary and non-contributory additional insured coverage, and (ii) a contractual liability endorsement covering Vendor's obligations under the NVR Master Vendor Agreement with limits of no less than \$2,000,000.

**D. Commercial Automobile Liability Insurance**

Commercial Automobile Liability Insurance with bodily injury and property damage coverage limits for all owned, hired and non-owned automobiles and other vehicles and equipment no less than the following minimum requirements:

Combined Single Limit	\$1,000,000
-----------------------	-------------

**E. Professional Liability Insurance**

If the Work includes professional services of a nature customarily subject to Professional Liability Insurance, Vendor's coverage will include Professional Liability Insurance covering errors and omissions of Vendor in

the performance of professional duties with limits of not less than \$1,000,000 per occurrence and endorsed to provide coverage for contractual liability with respect to liability assumed by Vendor under this Agreement. Such insurance shall provide a retroactive date prior to the date of this Agreement and an extended claims reporting period of not less than three (3) years after the termination of this Agreement.

## GENERAL

If approved by NVR, Umbrella/Excess Liability Insurance may be used to satisfy overall liability limit requirements provided that such policy shall follow form to the underlying Commercial General Liability policy and be no more restrictive than the underlying Commercial General Liability policy.

As to all of the insurance coverage described in Section 8 of the NVR Master Vendor Agreement and this Attachment A, all Vendors shall provide NVR with one or more certificates of insurance executed by a duly authorized representative of each insurer. To the extent of any inconsistencies between the Attachment A and Section 8 of the Agreement, the provisions of Section 8 shall govern. These certificates of insurance shall indicate coverage currently in force.

All Policies must contain the following information, or such other information as may be required by NVR Compliance Manager or NVR's Risk Department. A complete copy the General Liability policy, with all exclusions and endorsement, must be provided in situations where any summarized policy information containing the following information cannot be printed on the certificate of insurance due to statutory requirements.

- A. The certificate shall indicate insurance in force stating policy number(s), insurance carrier(s) and inception and expiration date.
- B. NVR shall be named as an additional insured on the Commercial General Liability, Commercial Automobile Liability and, if applicable, Umbrella/Excess Liability policies, in addition to the additional insured endorsements (CG 20 10 and CG 20 37 or approved equivalent) identified in the above description of the required Commercial General Liability Insurance.
- C. Policies shall be endorsed such that NVR will receive thirty (30) days prior written notice in the event of material change, cancellation or non-renewal of coverage. Failure of NVR to demand such certificates or other evidence of full compliance with the insurance requirements set forth in this Agreement or failure of NVR to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.
- D. Policies shall contain a waiver of subrogation on behalf of NVR.
- E. The Commercial General Liability Insurance policy will **NOT include any limitations or exclusions regarding:**
  1. Residential construction, including, but not limited to, single or multiple family housing, residential tract housing, apartments, townhouses, condominiums or any other type of multiple unit residential structure or development.
  2. Third party action over claims from Vendor's employees and/or employees of Subcontractors arising out of the performance of their services under this Agreement.
  3. Removal of coverage granted in the General Liability policy for liability assumed in an "insured contract" for Employers Liability and Bodily injury of employees of the Vendor or any Subcontractor(s).
  4. Bodily injury to any employee(s) of the Vendor or Subcontractor(s), when the bodily injury arises out of and in the course of employment or performing duties related to the conduct of any insured business of the Vendor or its Subcontractor(s).

Business Use Only - NVR  
March 5, 2024

F. Vendor or its carrier shall not assert any defense at any time that would characterize NVR as the statutory employer of any of its or any Subcontractor's employees.

G. Policies shall be endorsed such that the Commercial General Liability coverage, and any Umbrella/Excess Liability coverage, is primary and non-contributory with respect to NVR's status as an additional insured, despite any insurance policies in place by NVR.

All certificates, and/or commercial general liability policies must be furnished to, and approved by, an authorized representative of NVR before any Work can begin by a Vendor or any Subcontractor.

**ATTACHMENT B  
TO NVR MASTER VENDOR AGREEMENT**

**NOTICE TO INDEPENDENT CONTRACTORS AND EXEMPT PERSONS**  
*For Maryland Workplace Fraud Purposes Only*

**Employer/Work Provider Name: NVR, INC.**

**Independent Contractor Name: same as Vendor in the NVR Master Vendor Agreement**

You have been hired as an independent contractor or exempt person to perform the following work for the employer. The Maryland Workplace Fraud Act defines an exempt person as an individual who operates with complete control of their own business that does not have any employees other than family members.

You have agreed to perform the Work described in Section 3 of the NVR Master Vendor Agreement.

You have agreed to complete this Work in accordance with the provisions of the NVR Master Vendor Agreement.

As an independent contractor or exempt person, you will perform this work and all details connected with the performance of the work using your own means and methods, free from the control of the employer or work provider, except as to the final product or result.

As an independent contractor or exempt person you will be responsible for all tax obligations including, but not limited to, the filing of business or self-employment income tax returns with the U.S. Internal Revenue Service.

As an independent contractor or exempt person, you are not eligible for protection under protective laws, including but not limited to, employment discrimination and anti-retaliation laws, occupational safety and health laws, living wage and prevailing wage laws, and wage and hour laws.

As an independent contractor or exempt person, if you hire employees to perform work, you will be responsible as an employer for all tax, unemployment insurance, and workers' compensation insurance obligations on behalf of those employees. You will also be required to comply with employment law obligations, including safety and health and wage and hour requirements, on behalf of those employees.

As an independent contractor or exempt person, if you contract with other independent contractors or exempt persons, you will also be obligated to provide them with a Notice to Independent Contractors and Exempt Persons, which explains their status.

As an independent contractor or exempt person, you are required to provide to the employer or work provider copies of any licenses or registrations issued to you that are related to the work to be performed.

Signatures appear on last page of the NVR Master Vendor Agreement. Your signature on the NVR Master Vendor Agreement acts as an acknowledgment that you have received this Notice to Independent Contractors and Exempt Persons.

*Please note that just because you have received this notice does not mean that you are, in fact, an independent contractor or exempt person. Whether an individual is actually an independent contractor or an employee is a legal determination made based upon specific facts and circumstances.*

If you have any questions, you may contact the Maryland Commissioner of Labor and Industry at the following address:

**Commissioner of Labor and Industry  
Division of Labor and Industry  
1100 North Eutaw Street, Room 607  
Baltimore, Maryland 21201  
(410) 767- 9885 Fax: (410) 333-7303  
[wcpu@dllr.state.md.us](mailto:wcpu@dllr.state.md.us)**

**ATTACHMENT C  
TO NVR MASTER VENDOR AGREEMENT**

**VIRGINIA LICENSING & PAYMENT REQUIREMENTS  
[Applicable only to Vendors performing Work in Virginia]**

This Attachment sets forth additional terms and conditions that apply only to the extent Vendor provides Work in the Commonwealth of Virginia.

**A. Virginia Licensing**

Vendor certifies that it is properly licensed by the Virginia Department of Professional and Occupational Regulation unless Vendor provides documentation that it is exempt from such licensing requirements and such exemption is approved by NVR.

Vendor agrees to provide proof of license renewal no less than thirty (30) days prior to the license expiration date. Additionally, Vendor shall ensure each Subcontractor providing Work on behalf of Vendor on any job site in Virginia shall be properly licensed, including any specialty licenses or classifications required for performance of the Subcontractor's scope of work. NVR may, from time to time, request information from Vendor regarding its license, as well as the license status of any Subcontractors, to confirm that they are properly licensed at all times, including the proper class and classification or trade, as applicable.

If for any reason Vendor does not cooperate in providing such license renewal or license information, or if the license for Vendor or any Subcontractor is revoked, expired or does not exist, (i) Vendor and/or the affected Subcontractor(s) will not be allowed to work on any NVR job site, (ii) this Agreement may be terminated by NVR, and (iii) NVR may charge-back to Vendor any and all costs NVR incurs associated with improper licensure of Vendor or its Subcontractors from monies otherwise due to Vendor under this Agreement.

Vendor shall indemnify and hold the NVR Indemnitees harmless from and against any and all Claims arising out of or resulting from the lack of proper licensure or breach of the provisions of this Attachment by Vendor or any Subcontractor.

**B. Payments to Vendor**

NVR shall pay Vendor within sixty (60) days of the receipt of an invoice following satisfactory completion of the portion of the Work for which the Vendor has invoiced. NVR shall not be liable for amounts otherwise reducible due to the Vendor's noncompliance with the terms of the Agreement. However, in the event that NVR withholds all or a part of the amount invoiced by Vendor under the terms of the Agreement, NVR shall notify Vendor within forty-five (45) days of the receipt of such invoice, in writing, of NVR's intention to withhold all or part of Vendor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance and the dollar amount being withheld. Nothing in this paragraph shall be construed to apply to or prohibit the inclusion of any retainage withheld by NVR pursuant to the terms of the Agreement.

**ATTACHMENT D  
TO NVR MASTER VENDOR AGREEMENT**

**DISTRICT OF COLUMBIA REPORTING REQUIREMENTS**

This Attachment sets forth additional terms and conditions that apply only to the extent Vendor provides Work in the District of Columbia ("DC").

Section 5 (Compliance with Applicable Laws) of the Master Vendor Agreement is hereby amended to add the following provisions:

Vendor performing Work within DC shall be responsible for meeting all reporting and program requirements. Additionally, Vendor shall ensure that any Subcontractor(s) performing Work on behalf of Vendor within DC shall meet all reporting and program requirements.

Failure to comply could have a financial impact on NVR. Therefore, NVR shall have the right to either (i) impose a fine of \$250 for each week Vendor fails to comply with the DC requirements, such amount to be withheld from the next invoice payment, or (ii) withhold 20% of all payments due by NVR to Vendor for such Work in DC during the period of non-compliance.

**ATTACHMENT E  
TO NVR MASTER VENDOR AGREEMENT**

**WEST VIRGINIA LICENSING REQUIREMENTS  
[Applicable only to Vendors performing Work in West Virginia]**

This Attachment sets forth additional terms and conditions that apply only to the extent Vendor provides Work in the State of West Virginia.

Vendor certifies that it is properly licensed by the West Virginia Division of Labor (the “Division”), unless Vendor provides documentation that it is exempt from such licensing requirements and such exemption is approved by NVR.

Vendor agrees to provide proof of license renewal no less than thirty (30) days prior to the license expiration date. Additionally, Vendor shall ensure that each Subcontractor providing Work on behalf of Vendor on any jobs site in West Virginia shall be properly licensed, including any specialty licenses or classifications required for performance of the Subcontractor’s scope of work. NVR may, from time to time, request information from Vendor regarding its license, as well as the license status of any Subcontractors, to confirm that they are properly licensed at all times, including the proper class and classification or trade, as applicable.

If for any reason Vendor does not cooperate in providing such license renewal or license information, or if the license for Vendor or any Subcontractor is revoked, expired or does not exist, (i) Vendor and/or the affected Subcontractor(s) will not be allowed to work on any NVR job site, (ii) this Agreement may be terminated by NVR, and (iii) NVR may charge-back to Vendor any and all costs NVR incurs associated with improper licensure of Vendor or its Subcontractors from monies otherwise due to Vendor under this Agreement.

Vendor shall properly display a copy of its valid license at every NVR job site within West Virginia where Vendor provides Work so that the license is readily available for inspection by the Division or, upon request, by the public. In addition, the Vendor shall cause each Subcontractor to display a copy of its valid license at every NVR job site within West Virginia where it provides Work so that the Subcontractor’s license is readily available for inspection by the Division or, upon request, by the public.

Additionally, each crew of the Vendor and Subcontractors providing Work on any of West Virginia job site shall sign in daily utilizing the QR code posted on each job site. This logging in of crews needs to be performed once per NVR job site, per day.

Vendor shall indemnify and hold the NVR Indemnitees harmless from and against any and all Claims arising out of or resulting from the lack of proper licensure or breach of the provisions of this Attachment by Vendor or any Subcontractor.

**Penalties**

- a. All penalties assessed against NVR due to non-compliance with the West Virginia Contractors Licensing requirements, shall be the liability of the Vendor and subject to reimbursement and possible additional fines from NVR.

**Warnings and Fines**

- a. NVR may issue verbal and/or written warnings to the Vendor for non-compliance with the West Virginia Contractors Licensing and NVR West Virginia Contractor License Monitoring Program requirements that NVR Personnel identify on its job sites.
- b. NVR may also issue fines against Vendors for non-compliance with the West Virginia Contractors Licensing and NVR West Virginia Contractor License Monitoring Program.

**ATTACHMENT F  
TO NVR MASTER VENDOR AGREEMENT**

**SAFETY PROTOCOLS**

These Safety Protocols supersede and modify any other provisions of the Agreement.

**SAFETY REQUIREMENTS**

The Vendor specifically agrees to be solely responsible for ensuring that any personnel which Vendor employs or subcontracts to, understand the Vendor's obligation to comply with the safety provisions set forth in this Attachment F (the "Safety Protocols").

**1. Full Responsibility**

- a. The Vendor's employees and/or Subcontractors assume full responsibility for complying with all Applicable Laws (including the obtaining of any applicable permits and inspections).
- b. Among other things, Vendor specifically agrees to be solely responsible for complying with all Applicable Laws concerning health, safety, and accident prevention, including without limitation, the Occupational Safety and Health Act of 1970 (29 U.S.C. Sec. 651, et seq.) and all subsequent amendments and revisions thereto.
- c. Vendor must conduct a reasonable inquiry and search of OSHA public records to examine an accident and citation history of any Subcontractor it plans to utilize. Vendors are not permitted to use Subcontractors with accident or citation history that indicates a pattern of noncompliance.

**2. Written Safety and Health Plan**

- a. Vendor is required to have a written safety and health plan which the Vendor represents and warrants complies with all Applicable Laws (the "Safety and Health Plan").
- b. Vendor will supply NVR with a copy of Vendor's Safety and Health Plan and/or documentation upon request.

**3. Chemical Inventory List**

- a. Vendor will provide a chemical inventory list to NVR upon request.

**4. Competent / English Speaking Person**

- a. Each Vendor and/or Subcontractor is required to have a competent person that speaks English on site at all times.
- b. A competent person is defined as a person who "is knowledgeable about the Safety and Health Plan, identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous, and who has authorization to take prompt corrective measures to eliminate them or stop work until known hazards have been eliminated."
- c. The failure to have a competent person on site shall be the basis for a fine or other penalties and shall be grounds for stopping work at the direction of NVR Production Personnel.

**5. Site Assessment**

- a. Vendor and/or Subcontractor shall carefully examine the job site before the start of any work to ensure that its work can proceed safely and in accordance with all applicable laws.
- b. Vendor and/or Subcontractor shall prepare any job hazard or other analysis necessary to ensure that its work can proceed safely and in accordance with all applicable laws, and shall consult with NVR to the extent necessary to conduct such analysis.
- c. Vendor and/or Subcontractor shall immediately report to NVR's Production Personnel any identified hazards or any inability to conduct its work safely and in accordance with all applicable laws.

**6. Site Responsibilities**

- a. Vendor and/or Subcontractor shall utilize job site porto-pots for sanitary needs; failure to do so will result in an immediate fine.
- b. Vendor and/or Subcontractor shall be responsible for closing and locking doors/windows upon completion of their work.

**7. Safety Equipment**

- a. Vendor and/or Subcontractor shall be solely responsible for providing all equipment required to ensure that work can proceed safely and in accordance with the Safety and Health Plan and all applicable laws.

**8. Lighting**

- a. Vendor must provide proper illumination of all work areas.

**9. Compliance with NVR Safety Drawings**

- a. All NVR provided safety devices must be installed in accordance with the NVR safety drawings.

**10. Removal of Safety Devices**

- a. No temporary or permanent safety device may be removed without the express approval of NVR Production Personnel.
- b. If such permission is granted, Vendor must take all appropriate steps to protect all workers at the job site from the hazard created by the removal of the safety device.
- c. Upon completion of the work, the safety devices must be replaced promptly and NVR Production Personnel should be notified and given an opportunity to confirm that the safety devices are once again operational.

**11. Temporary Heaters**

- a. Only temporary heaters supplied by NVR may be used at any job site to provide heat for that job site.
- b. These temporary heaters can only be operated, relocated or ignited by NVR Production Personnel or persons operating under their direct instructions.

**12. Fire Extinguishers**

- a. All employees of Vendor or Subcontractors are required to carry a currently inspected fire extinguisher with a UL rating of 2-A:10-B:C into the homes where their work is being performed every day that they are working there.

**13. Reporting**

- a. All accidents, injuries and Federal and/or State OSHA inspections must be immediately reported to the NVR Production Personnel.
- b. Vendor must provide prompt and immediate notice to NVR of any citations from any governmental body (including OSHA or State equivalent) received by Vendor and/or Subcontractor on an NVR job site.

**14. Penalties**

- a. Any and all penalties assessed against NVR due to safety violations of Vendor and/or Subcontractors, shall be the liability of the Vendor and subject to reimbursement and possible additional fines from NVR.

**15. Warnings and Fines**

- a. NVR may issue verbal and/or written warnings to the Vendor for safety violations that NVR Personnel identify on its job sites.
- b. NVR may also issue fines and/or demand that Vendor take other steps to remedy safety violations and prevent future similar violations.

**16. Observation of Unsafe Acts**

- a. If any NVR Personnel observes unsafe working practices, the Vendor and/or Subcontractor will be required to stop further activity and remediate any concerns prior to resuming work.

**17. Hardhats**

- a. NSI-Z89.1 rated hardhats must be worn at all times while on NVR job sites.

**18. Excavation**

- a. Prior to conducting any excavation, Vendor must utilize "811" or equivalent service to request utility line markings. No excavation work shall be done until such markings have been made.

**19. No Smoking**

- a. NVR has a strict No Smoking policy while in homes under construction or completed.

**20. No Alcohol**

- a. Consumption of alcohol on NVR job sites is strictly prohibited.

**21. No Firearms**

- a. Possession of a firearm or other weapon while on any NVR job site is prohibited, except where state law requires otherwise. In those states providing a right to carry firearms to the workplace, any firearms or other weapons taken to an NVR jobsite must remain properly secured in the owner's vehicle at all times.

**ATTACHMENT G  
TO NVR MASTER VENDOR AGREEMENT**

**ENVIRONMENTAL PROTOCOLS**

These Environmental Protocols supersede and modify any other provisions of the Agreement.

**ENVIRONMENTAL REQUIREMENTS**

The Vendor specifically agrees to be solely responsible for ensuring that any personnel with which Vendor employs or subcontracts to, understand the Vendor's obligation to the environmental provisions of this Attachment G (the "Environmental Protocols").

**1. Full Responsibility**

- a. Vendor's employees and/or Subcontractors assume full responsibility for complying with all Applicable Laws.
- b. Among other things, Vendor specifically agrees to be solely responsible for complying with all Applicable Laws concerning environmental compliance, including, without limitation, the Clean Water Act (33 U.S.C. Sec. 651, et seq.), all regulations, permit requirements and subsequent amendments to said act, and all related State and local environmental requirements.

**2. Compliance Policies**

- a. Vendor is required to have policies and/or procedures designed to ensure compliance with all applicable environmental laws, regulations and permit requirements.
- b. Vendor is solely responsible for communicating this information to all of its employees and Subcontractors.

**3. Training**

- a. Vendor shall be responsible for providing all training to its employees required to comply with all applicable environmental laws, regulations and permit requirements.

**4. Competent / English Speaking Person**

- a. Each Vendor and/or Subcontractor is required to have a competent person that speaks English on site at all times.
- b. A competent person is defined as a person who "is knowledgeable about environmental compliance and applicable laws, identifying existing and predictable conditions in the surroundings or working conditions which are or may result in violations of Applicable Laws concerning environmental compliance, and who has authorization to take prompt corrective measures to eliminate them or stop work until those conditions have been addressed."

**5. Penalties**

- a. Any penalties assessed against NVR due to environmental violations of Vendor and/or Subcontractor, shall be the liability of the Vendor and subject to reimbursement and possible additional fines from NVR.

**6. The following environmental compliance requirements are not intended to be exhaustive:**

- a. The washing out of any chemicals, paints, concrete washout and other similar activities are strictly prohibited unless completed in a designated washout area. Vendor's employees and/or Subcontractors shall contact NVR Production Personnel to identify the designated washout area(s) at the job site, and shall immediately inform NVR Production Personnel of any washout activities that occur outside of designated washout areas.
- b. The removal of any erosion and/or sediment controls requires approval by NVR Production Personnel. It will be the responsibility of the Vendor's employees and/or Subcontractors, to reinstall the erosion and/or sediment controls, and to immediately inform NVR Production Personnel if any erosion or sediment controls are damaged or in need of repair or replacement.

**7. Warnings and Fines**

- a. NVR may issue verbal and/or written warnings to the Vendor for environmental violations that NVR Personnel identify on its job sites.
- b. NVR may also issue fines for environmental violations.

**8. Reporting**

- a. All violations of Applicable Laws concerning environmental compliance, and any local, state or federal environmental-related inspections, shall be immediately reported to the NVR Production Personnel.

**9. Observation of Environmentally Unsafe Acts**

- a. If any Vendor observes work practices that appear to violate any environmental unsafe working practices, the Vendor and/or Subcontractor is required to stop further activity and remediate any concerns to the satisfaction of NVR personnel prior to resuming work.

**10. Street Cleaning and Damage / Site Cleanliness**

- a. The Vendor shall be responsible for the removal of any incidental trash resulting from their work on site.
- b. Jobsite must be left in an orderly, clean, and safe condition daily.
- c. All boxes, crates or cartons must be broken down flat before throwing into the dumpster to minimize the number of dumpsters required per job.
- d. The Vendor shall remove and clean any excess dirt or mud that is left on the streets adjacent to the site as a result of their work on a daily basis.
- e. Any silt fence that is removed or damaged is the Vendor's responsibility to replace or repair the day of the occurrence.
- f. The Vendor shall be responsible for any future charges incurred to complete this work.

**[SIGNATURE PAGE FOLLOWS]**

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM “VENDOR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT PROVIDE WORK TO NVR.

IN WITNESS WHEREOF, intending to be legally bound hereby, NVR and Vendor have entered into this NVR Master Vendor Agreement as of date set forth below under the signature of Vendor (the “Effective Date”).

VENDOR	
procrete	
[print name of Vendor]	
By:	<div><div>DocuSigned by:</div><div>Jamie Walker</div><div>AT 02/25/2024 09:41:11 C.</div></div>
	[signature]
Name:	JAMIE WALKER
	[print name of person signing]
Title:	OWNER
Date:	3/18/2024

Version: March 5, 2024